CONTRACT BETWEEN COUNTY OF LAKE AND LAKE FAMILY RESOURCE CENTER FOR DIFFERENTIAL RESPONSE SERVICES

This Contract or Agreement is made and entered into by and between the County of Lake through its Department of Social Services, hereinafter referred to as "LCDSS", and Lake Family Resource Center, hereinafter referred to as "Contractor", collectively referred to as the "parties". The LCDSS Director shall administer this Contract on behalf of LCDSS.

1. SERVICES.

Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to LCDSS the services described in the Scope of Services attached hereto and incorporated herein as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A – Scope of Services, Exhibit B – Fiscal Provisions, and Exhibit C – Compliance Provisions, the Agreement shall prevail.

2. TERM

This Contract shall commence on July 1, 2026, and shall terminate on June 30, 2029, unless earlier terminated as hereinafter provided. In the event LCDSS desires to temporarily continue services after the expiration of this Contract, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.

3. COMPENSATION

Contractor has been selected by LCDSS to provide the services described hereunder in Exhibit "A" (Scope of Services), incorporated herein by this reference. Compensation to Contractor shall not exceed one hundred and thirty-four thousand nine hundred dollars ($134,900.00) per fiscal year.

LCDSS shall compensate Contractor for services in accordance with Exhibit "B" (Fiscal Provisions), attached hereto and incorporated herein. Compensation to Contractor is contingent upon appropriation of federal, state and county funds.

4. TERMINATION

Notwithstanding any other provision in this Agreement, this Agreement may be terminated by mutual consent of the parties or by County upon 30 days written notice to Contractor. In the event of non-appropriation of funds for the services provided under this Agreement, County may terminate this Agreement, without termination charge or other liability.

In addition to any other remedies available under this Agreement or applicable law, County may, at its sole discretion, take one or more of the following actions in response to Contractor's noncompliance with or breach of this Agreement:
a. Require Contractor to submit and implement a corrective action plan (CAP);
b. Require additional training, supervision, or technical assistance;
c. Suspend referrals or authorization of services;
d. Withhold, delay, or deny payment for services;

e. Disallow costs and recoup funds previously paid to Contractor and not used for services specifically outlined in Exhibit A of this Agreement; and/or
f. Terminate this Agreement upon fifteen (15) days written notice to Contractor.

The exercise of any of the above remedies shall not preclude County from exercising any other rights or remedies available under this Agreement or at law.

Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination. Within thirty (30) days of the effective date of termination, Contractor shall:
a. Submit all financial documents for the effective period of this Agreement, including but not limited to, invoices, canceled checked, bookkeeping records, financial ledgers, and bank records;
b. Return any payments received that are above and beyond said prorated amount based on the results of an audit by County of said financial documents.

5. MODIFICATION

This Contract may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and LCDSS Director.

6. NOTICES

All notices between the parties shall be in writing addressed as follows:

LCDSS
P.O. Box 9000
Lower Lake, CA 95457

Lake Family Resource Center
5350 Main Street
Kelseyville, CA 95451

7. EXHIBITS

The Contract Exhibits, as listed below, are incorporated herein by reference:

Exhibit A – Scope of Services
Exhibit B - Fiscal Provisions
Exhibit C – Compliance Provisions

8. TERMS AND CONDITIONS

Contractor warrants that it will comply with all terms and conditions of this Contract and Exhibits, and all other applicable federal, state and local laws, regulations and policies.

9. INTEGRATION

This Contract constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior contracts, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

CONTRACT BETWEEN COUNTY OF LAKE AND LAKE FAMILY RESOURCE CENTER FOR DIFFERENTIAL RESPONSE SERVICES

Executed at Lakeport, California on _____.

COUNTY OF LAKE

_____
CHAIR, Board of Supervisors

ATTEST: SUSAN PARKER
Clerk to the Board of Supervisors

By:_____

CONTRACTOR

Lisa Morrow
_____

APPROVED AS TO FORM:
LLOYD C. GUINTIVANO

County Counsel

By:_____ Digitally signed by Lloyd C. Guintivano
DN: cn=Lloyd C. Guintivano, c=US, o=County of Lake, ou=Office of the County Counsel, email=Lloyd.Guintivano@lakecountyca.gov
Date: 2026.08.28 15:54:22 -07'00'

CONTRACT BETWEEN COUNTY OF LAKE AND LAKE FAMILY RESOURCE CENTER FOR DIFFERENTIAL RESPONSE SERVICES

EXHIBIT "A" – SCOPE OF SERVICES

1. DESCRIPTION OF SERVICES

A. Pathway 1, Community Response Track: Lake Family Resource Center's (LFRC) Differential Response (DR) Program aims to engage families in a collaborative and supportive manner to address their needs and prevent the escalation of risks.

1. Engaging the Family: LFRC's Differential Response program takes a family-centered approach. A trained Family Advocate engages with the family to establish rapport, build trust, and understand their unique circumstances and needs. The goal is to create a collaborative partnership between the family and the DR program.

2. Strengths-Based Approach: The Community Response track focuses on identifying and building upon the strengths and resources within the family and the community. It acknowledges that families have inherent strengths that can be mobilized to address their Page 3 challenges. The Family Advocate works with the family to recognize and harness these strengths to promote positive change and support the family through successful achievement of their goals.

3. Comprehensive Service Planning: The DR program, in collaboration with the family, develops a comprehensive family plan tailored to address the identified needs and goals. The plan may include a range of services and support, such as parenting education, counseling, skill-building programs, access to community resources, and assistance with basic needs. The services aim to strengthen protective factors, enhance family functioning, and reduce the risk of child maltreatment.

4. Ongoing Support and Monitoring: The Family Advocate maintains regular contact with the family providing ongoing support, guidance, and assistance in accessing the identified services. Direct services are provided to the children and family with no less than two visits per month to the family's home. They act as a consistent point of contact and advocate for the family's needs within the community assisting in arrangement for services and providing transportation. The DR program closely monitors the family's progress, regularly reassessing their situation and adjusting the service plan, as necessary.

5. Collaboration with Community Partners: The Community Response track emphasizes collaboration with community-based organizations, service providers, and informal supports within the family's network. The Family Advocate connects the family to relevant resources and support, leveraging community partnerships to enhance the effectiveness of the intervention. This collaborative approach ensures that families receive comprehensive assistance tailored to their specific circumstances.

6. Evaluation and Outcome Measurement: The Differential Response program evaluates the effectiveness of the program by tracking outcomes such as family engagement, improved Page 4 functioning, reduced risk factors, prevention of occurrence of child maltreatment. The evaluation process informs program improvement efforts and ensures accountability.

B. Pathway 2 will encompass all strategies outlined in Pathway 1, with a coordinated partnership with Child Welfare Services (CWS) to increase the safety and protection of at-risk children. Pathway 2, Track:

1. LFRC's DR Program along with coordination from CWS will address cases where levels of safety concerns and an increased risk of child abuse and/or neglect is present. The coordination between CWS and LFRC's DR Program allows for a comprehensive and integrated response.

2. Collaboration: LFRC's DR Program will respond to pathway referrals within two to ten days to addresses the immediate safety needs while also identifying and addressing the underlying factors that contribute to child maltreatment risks and reduce further maltreatment. If directed, staff will respond jointly with a CWS Emergency Response (ER) Social Worker to address safety concerns in a deeply embedded and culturally appropriate coordinated approach. The DR program focuses on supporting the family's overall well-being, providing services and resources that address the underlying issues contributing to the safety concerns.

3. Information Sharing: LFRC's DR program and CWS have a strong collaborative partnership, ensuring regular communication and information sharing. This includes coordinating and aligning services, sharing case information, assessments, and family plans to maintain a comprehensive understanding of the child and family's needs. Staff work closely to coordinate and align services, ensuring a comprehensive and cohesive intervention. This collaborative approach aims to protect the well-being of children while providing the necessary support to promote family resilience and prevent future incidents of child maltreatment.

4. Ongoing Monitoring and Support: LFRC's DR Program, through the Family Advocate, will maintain regular contact with the family, offering ongoing support and assistance in accessing services identified in the case plan. This collaboration ensures that the family receives the necessary support to address both safety concerns and underlying issues.

5. Information Sharing: To facilitate effective collaboration, DR program staff will provide services to the family jointly with CWS as directed or solely as the vendor agency. DR Staff will be trained in the universal practice, principles, and philosophy that guides CWS to ensure an understanding of each other's roles and responsibilities. This shared understanding enhances communication, cooperation, and coordination in addressing the complex needs of the family. LFRC's Differential Response Program will work with Lake County families to meet the basic needs of their children with the goal of reducing the risk of child abuse and neglect, ensuring the family is connected to community resources and supports, and decrease the likelihood that a family will have a re-referral, entry, or re-entry into the child welfare system.

C. Pathway 3 includes all services provided via DR Path 1 and Path 2. However, by definition the issues identified for Differential Response Path 3 intervention are impacting families more than the identified issues in Path 1 or Path 2 cases, and clear harm or risk has been noted. Therefore, DR services providers will have more frequent contact with DR Path 3 families in order to provide intensive services to mitigate identified risk factors and facilitate the creation of a safe home environment for the child(ren). When Path 3 services are being provided, there will also be an active CWS case relevant to the identified risks; DR Path 3 providers will work closely and meet regularly with the assigned CWS social worker and will coordinate with other CWS staff as needed to update CWS on the family's progress, and to ensure that the needed services are being provided. Additionally, DR Path 3 services may require a higher level of direct assistance from the DR Path 3 service provider (active assistance in clearing debris from living spaces, transporting clients to service appointments, coaching on life skills, etc.), and this direct assistance will be provided as needed to maximize the family's ability to mitigate the identified safety risks. Finally, Path 3 DR cases may require the purchasing of goods to assist families (replacement of broken windows, car parts, cleaning supplies, etc.); the cost of

these supplies is included in the Contract and the service provider will utilize these funds appropriately and as needed to maximize the family's ability to mitigate the identified safety risks.

D. Staff Trainings: DR staff will receive a multitude of trainings annually provided by Lake Family Resource Center, Child Welfare Services, and in collaboration with other community and state partners. Trainings will include but not limited to Mandated Reporter Training, Nurturing Parenting, Philosophy, Principles and Practices of the DR Program, the Protective Factors, Trauma Informed Practices, Motivational Interviewing, Cultural Competency and Diversity Training, Confidentiality Training, Data Collection and Documentation Training, Red Flags in Development, Home Visiting Safety, DV, and Substance Abuse. Trainings are ongoing to keep staff updated on best practices, emerging research, and any changes in policies or regulations related to the DR program.

1. LFRC DR staff will maintain certification in the Child and Adolescent Needs and Strengths (CANS) assessment and ensure that a CANS is completed for each child served. The CANS will be used throughout service delivery as both an engagement tool to identify and build upon the child and family's strengths and needs, and as an outcome measurement tool to monitor progress, demonstrating reductions in identified needs and increases in strengths over time.

2. Cultural Competency and Diversity: The DR Program has served Lake County families from diverse backgrounds since first receiving funding in 2008. Staff members understand and appreciate the diverse cultural values, beliefs, and practices of our participants, ensuring that the services provided are culturally responsive and sensitive to each family’s unique needs. DR staff ensure that services and resources are accessible and culturally appropriate for families.

3. Location of Services: Contractor’s DR program provides services countywide. Services are provided in the family’s home, in facilities operated by the agency, and in the communities where the participants reside. Staff maintain regular contact with key family members and provide a minimum of two face-to-face visits per month at times convenient for the family members, which may include before or after business hours.

4. Service Activities: DR staff focus on identifying and resolving the reasons the family came to the attention of CWS. By building upon the strengths and resources within families and recognizing and leveraging existing strengths, staff members can help families develop and utilize their internal and external resources to address challenges, alleviate stress, promote competency and behavior to achieve positive outcomes while enhancing their childrearing abilities.

5. Family Engagement and Empowerment: DR staff meet family engagement requirements and program goals by implementing various strategies and approaches that prioritize collaborative and meaningful engagement with families.

6. Family Plans: DR staff develop comprehensive case plans that address the identified needs of families, on goal setting, service coordination, accessing community resources, and supporting families in achieving positive outcomes related to preventing the reoccurrence of child maltreatment. DR staff are flexible and adaptive in their approach to meeting the changing needs and circumstances of families.

7. Comprehensive Data Collection: The DR program collects relevant data to measure program outcomes and assess the program's effectiveness. Data sources include client information, demographics, referrals, family plans, pre and post surveys, and observations during home visits.

8. Outcome Measurement: Evaluation of the impact of the DR program involves tracking key indicators such as changes in child safety, family functioning, service utilization, family satisfaction, and the reduction of risk factors associated with child maltreatment.

3. REPORTING REQUIREMENTS

Contractor shall submit the following reports to LCDSS:

1. At the closure of each referral, the provider shall complete a progress report for each client served that summarizes the family's participation in services, the benefits achieved through participation, or, when applicable, the family's lack of participation and the impact on service outcomes.
2. 6-month summary report with demographic and service data, along with narrative on template provided by LCDSS. Include data on total number of referrals received from LCDSS during the period, number of cases that have been closed and the reason why, number of active cases, and number of referrals where DR services were refused.
3. Final summary report, within 60 days of the end of the fiscal year, cumulative for the entire fiscal year, with unduplicated counts of participants' demographic and service data on template provided by LCDSS. Include data for the entire fiscal year of number of referrals received, number of cases closed with reason why, number of active cases, and number of referrals where DR services were refused. Additionally, include a narrative report with discussion of the progress made based on the DR goals indicated above; including improvements families have shown for basic needs, child safety and well-being, parent functioning and efficacy, and children's healthy development; and discussion of what attributes families exhibit who have successfully completed DR program during this period.

4. RECORDS RETENTION

Contractor shall prepare, maintain and/or make available to LCDSS upon request, all records and documentation pertaining to this Contract, including financial, statistical, property, recipient and service records and supporting documentation for a period of four (4) years from the date of final payment of this Contract. If at the end of the retention period, there is ongoing litigation or an outstanding audit involving the records, Contractor shall retain the records until resolution of litigation or audit. After the retention period has expired, Contractor assures that confidential records shall be shredded and disposed of appropriately.

5. GRIEVANCE

Contractor must establish a written grievance process for reviewing and attempting to resolve complaints. At a minimum the process shall include all of the following:

a. Time frames within which a complaint will be acted upon.

b. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the LCDSS if dissatisfied with the results of the contractor's review.

c. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party.

Contractor must notify all individuals of the grievance process available to them by posting notification of the process in visible and accessible areas and advising homebound individuals of the process.

CONTRACT BETWEEN COUNTY OF LAKE AND LAKE FAMILY RESOURCE CENTER FOR DIFFERENTIAL RESPONSE SERVICES

EXHIBIT "B" – FISCAL PROVISIONS

1. BUDGET

Contractor shall submit, in advance, a detailed budget, in the format approved by LCDSS for review and approval by the LCDSS Director. Contractor shall be compensated only for expenses included in the approved budget. Modification to the budget must be submitted to the LCDSS Director in writing and approved in advance by the LCDSS Director.

2. EXPENDITURE OF FUNDS

A. Contract funds shall not be used to purchase food or promotional merchandise or to attend conferences unless specifically approved in the budget.

B. Contract funds shall not be used to purchase computers, printers, software or any related equipment unless specifically approved in the budget.

C. LCDSS Director reserves the right to refuse payment to Contractor or disallow costs for any expenditure determined to be unreasonable, out of compliance, or inappropriate to the services provided hereunder.

3. EQUIPMENT PURCHASED WITH CONTRACT FUNDS

Contractor shall maintain an inventory of all equipment purchased with Contract funds and shall submit a copy of said inventory along with Contractor's June invoice or upon termination of the Contract. All equipment purchased with Contract funds is the property of LCDSS and shall be delivered to LCDSS if no longer in use or upon termination of the Contract, whichever occurs first.

4. CONTRACTOR'S FINANCIAL RECORDS

Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

5. INVOICES

A. Contractor shall submit monthly invoices, in the format approved by LCDSS, based on actual expenses, no later than the 20th of the month following the month in which services were provided, except for the months of May and June.

B. For the months of May and June:

1. Funding for this Contract is appropriated on a fiscal year basis. LCDSS is not able to compensate Contractor after the close of the fiscal year period.

2. To ensure Contractor is properly compensated, Contractor shall submit invoices based on estimated expenses, including all anticipated costs, no later than June 5th of the fiscal year period.

3. Contractor shall follow up by submitting invoices for actual expenses, as stated hereinabove in Paragraph 5A, including remittance of the full amount of any overpayment that occurred in the event estimated expenses exceeded actual.

C. LCDSS shall review and approve Contractor's invoices and make payment within fifteen (15) days of approval.

6. AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS

6.1 Contractor warrants that it shall comply with all audit requirements established by LCDSS and will provide a copy of Contractor's Annual Independent Audit Report, if applicable.

A. Such audits shall include, but are not limited to, compliance with all applicable Single Audit Requirements as outlined below:

Contractors that expend $750,000 or more in Federal Awards shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502, Single Audit Act Amendments of 1996, Public Law 104-156, and Part 200 of the Office of Management and Budget (OMB) Guidance, and a copy submitted to the:

Lake County Department of Social Services
Attn: Program Manager
P.O. Box 9000
Lower Lake, CA 95457

The copy shall be submitted within the earlier of 30 days after receipt of the auditor's report or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency.

Contractor shall ensure that LCDSS-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section B of this Article.

For LCDSS contracts that do not have CFDA numbers, the Contractor shall ensure that the LCDSS funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed-through the California Department of Social Services.

6.2 LCDSS may conduct periodic audits of Contractor's financial records, notifying Contractor no less than 48 hours prior to scheduled audit. Said notice shall include a detailed

listing of the records required for review. Contractor shall allow County, or other appropriate entities designated by County, access to all financial records pertinent to this Agreement.

6.3 Contractor shall reimburse LCDSS for audit exceptions within 30 days of written demand or shall make other repayment arrangements subject to the approval of County.

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CONTRACT BETWEEN COUNTY OF LAKE AND LAKE FAMILY RESOURCE CENTER FOR DIFFERENTIAL RESPONSE SERVICES

EXHIBIT "C" – COMPLIANCE PROVISIONS

1. INFORMATION INTEGRITY AND SECURITY

A. Contractor ensures that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with Welfare and Institutions Code Section 10850, LCDSS MEDS Data Privacy and Security Agreement, Lake County Information Security Policy, Health Insurance Portability and Accountability Act (HIPAA), and all other applicable laws, regulations and policies.

B. Contractor shall immediately notify LCDSS of any known or suspected breach of personal, sensitive and confidential information related to Contractor's work under this Contract.

2. NON-DISCRIMINATION

A. Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

B. Contractor shall comply with and annually sign the LCDSS "Assurance of Compliance" form.

3. ABUSE REPORTING REQUIREMENTS

A. Contractor shall ensure that all known or suspected instances of child abuse or neglect, as defined in Penal Code Section 11165.6, are reported to LCDSS Child Welfare Services.

B. Contractor shall ensure that all known or suspected instances of elder abuse as defined in Welfare and Institutions Code 15610.07, are reported to LCDSS Adult Protective Services.

4. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

1. Are not presently debarred or suspended from federal financial assistance programs and activities, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency;

2. Have not, within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and

4. Have not, within a three-year period preceding this Contract, had one or more public transactions terminated for cause or default.

B. Contractor shall report immediately to LCDSS Director, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by LCDSS Director.

5. CHILD SUPPORT

Contractor shall comply with Public Contract Code Section 7110(a), recognizing the importance of child and family support obligations and enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code.

6. PAYROLL TAXES AND DEDUCTIONS

Contractor shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.

7. CONTRACTS IN EXCESS OF $100,000

Contractor shall comply with all applicable orders or requirements issued under the following laws:

A. Clean Air Act, as amended (42 USC 1857).

B. Clean Water Act, as amended (33 USC 1368).

C. Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)

D. Environmental Protection Agency Regulations (40 CFR, and Executive Order 11738).

E. Public Contract Code Section 10295.3.

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8. INDEMNIFICATION AND HOLD HARMLESS

Contractor shall indemnify and defend the County of Lake and its officers, employees, and agents against and hold them harmless from any and all claims losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County of Lake, whether for damage to or loss of property, or injury to or death of person, including properties of County of Lake and injury to or death of County of Lake officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County of Lake.

9. STANDARD OF CARE

Contractor represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.

10. INTEREST OF CONTRACTOR

Contractor assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

11. INSURANCE

Contractor shall not commence work under this Contract until he has obtained all the insurance required herein, certificates of insurance have been submitted to County of Lake, “County”, and said insurance has been approved by County of Lake. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be canceled until at least twenty days (20) prior written notice has been given to County of Lake.

Contractor shall not allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained.

Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.

Certificates evidencing the issuance of the following insurance shall be filed with the County of Lake within ten (10) days after the date of execution of this Contract by Contractor:

(A) **Compensation Insurance:** Contractor shall procure and maintain, at Contractor’s own expense, during the term hereof, Workers' Compensation Insurance and Employer’s Liability Insurance as required by the State of California, for all employees to be engaged in work. In case any such work is sublet, Contractor shall require subcontractor similarly to provide Employer’s Liability and Workers' Compensation Insurance for all of the latter's

employees to be engaged in such work unless such employees are covered by the protection afforded by Contractor's Workers' Compensation Insurance. Employer's Liability Insurance shall be in an amount not less than $1,000,000 per occurrence

(B) **Comprehensive Public Liability Insurance:** Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars ($1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

(C) **Automobile Liability Insurance**: Contractor shall procure and maintain, at Contractor's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (1,000,000) combined single-limit coverage per occurrence.

(D) **Subcontractors:** Contractor shall not subcontract for any services contracted herein without LCDSS Director pre-approval in writing. In case of any subcontract, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained. Contractor shall include all subcontractors as insureds under the aforesaid policies All coverages for subcontractors shall be subject to all of the requirements hereinabove and contain the additional insured endorsement required by Contractor hereinafter.

(E) **Additional Insured Endorsement:** The **Comprehensive Public Liability Insurance:** and automobile polices are to contain, or be endorsed to contain, the following provisions:

The County of Lake, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). Contractor shall not commence work under this Contract until he has had delivered to County of Lake the Additional Insured Endorsements required herein. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

(F) **Other Insurance Provisions**:

1. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the County of Lake, its officers, officials, employees, agents and volunteers. Any insurance or

self-insurance maintained by County of Lake, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance. Any excess insurance by Contractor shall contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the County of Lake before the County's own primary Insurance policy or self-insurance shall be called upon to protect the Contractor.

2. Any deductibles or self-insured retentions must be declared to and approved by County of Lake. At the option of County of Lake, either: Contractor shall reduce or eliminate such deductibles or self-insurance retentions; or Contractor shall provide a financial guarantee satisfactory to County of Lake guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

4. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude Contractor from taking other actions as is available to it under any other provision of the Contract or law. Failure of County of Lake to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

5. Contractor agrees to waive all rights or subrogation against County of Lake, its officers, officials, employees, agents, and volunteers for losses arising from work performed by Contractor under this Contract.

6. Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

12. ATTORNEY'S FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such part may be entitled.

13. ASSIGNMENT

Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of LCDSS Director except that claims for money due or to become due Contractor from LCDSS under this Contract may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to LCDSS. Any attempt at assignment of rights under this Contract except for those specifically consented to by both parties or as stated above shall be void.

14. INDEPENDENT CONTRACTOR

It is specifically understood and agreed that, in the making and performance of this Contract, Contractor is an independent contractor and is not an employee, agent or servant of the County of Lake. Contractor is not entitled to any employee benefits. LCDSS agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Contract (including without limitation, unemployment insurance, social security and payroll tax withholding.)

15. OWNERSHIP OF DOCUMENTS

All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are the property of the County of Lake.

16. ADHERENCE TO APPLICABLE DISABILITY LAW

Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

17. HIPAA COMPLIANCE

Contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

18. SAFETY RESPONSIBILITIES

Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Contract. Contractor agrees to provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards in the performance of work under this Contract.

19. JURISDICTION AND VENUE

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Contract or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.

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20. RESIDENCY

All independent contractors providing services to LCDSS for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

21. NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Contract shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

22. SEVERABILITY

If any provision of this Contract is held to be unenforceable, the remainder of this Contract shall be severable and not affected thereby.

23. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to LCDSS may be subject to the California Public Records Act (CPRA)and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that s/he considers to be confidential under the California Public Records Act. To the extent that LCDSS agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public. Contractor shall notify LCDSS Director of any CPRA request which includes records produced under this contract, prior to production of records. LCDSS Director reserves the right to review the records Contractor prepares for response, prior to production of records, and may elect to consult with County Counsel prior to approving a CPRA production or response.

24. PREVAILING WAGE

Contractor shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all federal, state, and local laws and ordinances applicable to any work under the Contract. Any approved subcontract by the Contractor entered into as a result of this Contract shall also comply with the requirements of California Labor Code, Section 1770, and all federal, state, and local laws and ordinances applicable to any work under said approved subcontract.

Signed LFRC Differential Response Contract 26-29 V2

Final Audit Report 2026-08-31

Created:	2026-08-28
By:	Brendan Phillips (brendan.phillips@lakecountyca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhJl9hJacDD-KxzddLX3DSmtU9qnXdOOZ

"Signed LFRC Differential Response Contract 26-29 V2" History

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2026-08-28 - 10:54:22 PM GMT

Document created by Brendan Phillips (brendan.phillips@lakecountyca.gov)
2026-08-28 - 11:36:50 PM GMT

Document emailed to Lisa Morrow (lisam@lakefrc.org) for signature
2026-08-28 - 11:37:17 PM GMT

Email viewed by Lisa Morrow (lisam@lakefrc.org)
2026-08-29 - 2:59:45 PM GMT

Document e-signed by Lisa Morrow (lisam@lakefrc.org)
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